

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

MICHAEL BEHAYLO,)
Plaintiff)
vs.) CIVIL ACTION NO.: 05-30178-KPN
CALLAWAY GOLF BALL -OPERATIONS, INC.,)
Defendant)

Consolidated With:

JOHN BETTENCOURT,)
Plaintiff)
vs.) CIVIL ACTION NO.: 05-30179 KPN
CALLAWAY GOLF BALL OPERATIONS, INC.,)
Defendant)

MOTION IN LIMINE TO EXCLUDE REFERENCES TO DEFECTIVE RELEASES

Now come the plaintiffs and moves in limine that the defendant be prohibited from making reference during the trial to the release signed by the plaintiffs in 2004, except for any necessary reference to severance pay in terms of damages that was paid, and as reason therefore states:

1. Plaintiffs in this case signed a release around the time of their discharge which the defendant has agreed is defective under the Older Worker Benefit Protection Act. Because of this, the plaintiffs move that the defendant not be allowed to make any reference to the jury of the plaintiffs having signed a release of their age discrimination claims as the release itself is legally effective.

THE PLAINTIFFS, MICHAEL BEHAYLO and
JOHN BETTENCOURT
BY THEIR ATTORNEY

Dated: February 21, 2008

/S/ Maurice M. Cahillane
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served this 21st day of February, 2008, on all parties, by delivering in hand to Jay M. Presser, Esq., Skoler, Abbott & Presser, 1 Monarch Place, Springfield, MA 01144.

/S/ Maurice M. Cahillane
Maurice M. Cahillane, Esquire